

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Strom Public Affairs

## 2. Registration Number

7006

## 3. Primary Address of Registrant

6923 N. Trenholm Road, Columbia, SC 29206

## 4. Name of Foreign Principal

Government of the Republic of Liberia

## 5. Address of Foreign Principal

Ministry of State for Presidential Affairs, Executive Mansion, P.O. Box 9001, Capitol Hill  
Monrovia, Republic of Liberia  
LIBERIA

## 6. Country/Region Represented

LIBERIA

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

See Appendix for Response

b) Name and title of official with whom registrant engages

See Appendix for Response

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

---

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

---

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

---

11. Explain fully all items answered "Yes" in Item 10(b).

---

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

---

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/01/2021

Bakari Sellers

/s/Bakari Sellers

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

9/1/2021

Bakari T. Sellers

Ba Sellers

**Appendix**  
**Response to Item 8(a)**

**Item 8(a): If the foreign principal is a foreign government, state: Branch or agency represented by the registrant.**

Finance and Development and Planning  
Ministry of Justice and Attorney General

**Appendix**  
**Response to Item 8(b)**

**Item 8(b): If the foreign principal is a foreign government, state: Name and title of official with whom registrant engages.**

H.E. Samuel D. Tweah, Jr.

Cllr. Frank Musah Dean, Jr., Minister of Finance and Development Planning, Minister of Justice and Attorney General



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Strom Public Affairs

2. Registration Number  
7006

3. Name of Foreign Principal  
Government of the Republic of Liberia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/04/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Developing and executing a U.S. media and press engagement strategy for the Republic, President Weah, and key officials to raise Liberia's profile in U.S. media and bring positive attention to the Republic with American and African American audiences.

---

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Developing and executing a U.S. media and press engagement strategy for the Republic, President Weah, and key officials to raise Liberia's profile in U.S. media and bring positive attention to the Republic with American and African American audiences.

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------



12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/01/2021

Bakari Sellers

/s/Bakari Sellers

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>9/1/2021</u>	<u>Bakari T. Sellers</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Downloaded by: 15575-BB-6F21-4249-4648 2025AD71 of 16

Exhibit A

Strom Public Affairs  
2110 N. Beilman Blvd.  
Columbia, SC 29204

August 3, 2021

VIA EMAIL

Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
Monrovia  
Republic of Liberia

Your Excellencies:

This Agreement (the "Agreement") sets forth the terms under which the Republic of Liberia, referred to herein as "the Republic," has engaged Strom Public Affairs, LLC. ("Strom"), a South Carolina Limited Liability Company as a consultant to the Republic, commencing on the effective date of August 1, 2021 (the "Effective Date"). Specifically, the Republic requested that Strom, among other things, develop and execute a United States media and press engagement strategy for the Republic to raise the Republic's profile in U.S. media outlets, and to provide any supporting advisory work necessary in furtherance of the objectives of this Agreement.

I. SERVICES

As part of this Agreement, Strom will develop and execute a U.S. media and press engagement strategy for the Republic, President Weah, and key officials to raise the Republic's profile in U.S. media outlets and elevate President Weah's visibility with American and African-American audiences, and provide advisory services in furtherance of this Agreement. Such advice and assistance may include:

- Identifying a Washington, D.C. based communications firm with significant experience in both U.S. international press and U.S. Black media;
- Elevating of the Republic's profile in U.S. press and media outlets that positions President Weah as an emerging voice for the future of Africa;
- Identifying opportunities for President Weah and the Weah Administration to appear on U.S. television, radio, podcasts, etc. that cater to Black American audiences;
- Developing a content strategy to pitch print and digital outlets in the U.S. on stories related to the Liberian Bicentennial and other related efforts of the Republic; and,
- Repurposing and amplifying content from these efforts across a network of Liberian focused digital channels and influencers that relate to tourism, food, culture, governmental policy, etc.

Document ID: 25576995-6F21-4245-B94B-8329AD7E0F15

The Republic is not obligated to pay for consulting or advisory services or materials provided by Strom that are not included above. Unless separately granted in writing by the Republic, Strom does not have the authority to incur costs on behalf of or otherwise bind the Republic. Strom shall provide all services in compliance with all applicable law and regulation.

The Republic hereby acknowledges, though Strom's advisors' professional capabilities may include legal counsel, the Republic and Strom have not, by virtue of this Agreement or any other prior agreement, written or otherwise, formed an attorney-client relationship. The Republic acknowledges and agrees consulting services provided hereunder shall not constitute legal advice and further shall not supplant legal advice from the Republic's legal department or outside counsel. Should the Republic or its officers seek or require legal advice from Strom, the parties will first execute a separate written Attorney-Client Engagement Letter.

## II. TERM AND TERMINATION

Unless terminated earlier in accordance with the terms of this Agreement, the engagement commences on August 1, 2021 for a period of 36 months, with an option to renew the agreement for an additional 12 months.

The Republic may terminate this Agreement (i) for any reason upon thirty (30) days' prior written notice to Strom, or (ii) immediately upon providing Strom with written notice of a material breach of this Agreement by Strom. In the event the Republic terminates this Agreement in accordance with this provision, it shall be relieved from any remaining payments to Strom (excluding payments already due and owing as of the date of termination) for the remainder of the term of this Agreement. Strom must refund any prorated portion of the Advisory Fee prepaid by the Republic for work not yet performed.

Strom may terminate this Agreement in the event the Republic (i) materially breaches this Agreement or (ii) fails to timely remit any undisputed Advisory Fee pursuant to Section III hereunder, upon providing written notice of such breach and the Republic fails to cure the breach within five (5) days of receipt of such notice. The Republic is not relieved from paying any remaining balance if this Agreement is terminated due to a breach by the Republic of this provision.

## III. COMPENSATION

In consideration for the services rendered pursuant to this Agreement, the Republic agrees to pay Strom as follows:

Advisory Fee: SPA, through a separate statement of work enclosed herein, will be compensated \$120,000 per year invoiced monthly for an amount not to exceed \$10,000 USD per month, for a period of 36 months beginning on August 1, 2021, with an option to renew the agreement for a further 12 months. SPA will invoice the Republic directly.

Reimbursement: Upon request by Strom from time to time, the Republic shall reimburse Strom for pre approved out-of-pocket expenses incurred in connection with the engagement herein. Such expenses shall be payable within 30 days of submission of itemized statements to the the

DocId:37116660-2857699B-6E71-4249-8C4B-3330AD71 0F15

Republic. Any such out-of-pocket expenses shall be approved solely at the Republic's discretion and only made pursuant to prior written consent from the Republic.

#### IV. CONFIDENTIALITY

The Republic will make available to Strom all information necessary to carry out the services of this Agreement, which Strom reasonably requests, and will provide access to the Republic's officers, directors, employees, consultants and external support, as necessary. Strom shall be entitled to rely without investigation upon all information supplied to it by or on behalf of the Republic and shall not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same or to conduct any appraisal of assets. Any such materials and information provided by the Republic shall remain the sole and exclusive property of the Republic, and shall be returned immediately to the Republic upon the termination of this Agreement. Strom does not assume responsibility for the accuracy or completeness of information regarding the Republic. To the extent consistent with legal requirements, all information given to Strom by the Republic, unless publicly available due to no fault of Strom, or otherwise available to Strom without restriction or breach of any confidentiality agreement ("Confidential Information"), will be held by Strom in confidence and will not be disclosed to anyone other than Strom's agents and advisors who have a need to know or access such information, without the Republic's prior approval or used for any purpose other than those referred to in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall, in itself, prevent Strom from engaging in future transactions involving companies in a similar industry to the Republic, provided no Confidential Information is used in connection with such transaction and provided Strom does not represent companies or entities engaged in activities contravening the stated objectives of the Republic. In addition, the terms of this Agreement and the Republic's retention of Strom, including its team members, as an independent contractor shall be confidential information, unless, or to the extent, the Republic has provided written consent in each instance.

Any advice or opinions, written or oral, provided by Strom pursuant to this Agreement will be treated by the Republic as confidential, will be solely for the information and assistance of the Republic in connection with this Agreement and may not be quoted, nor will any such advice or the name of Strom be referred to, in any report, document, release or other communication, whether written or oral, prepared, issued or transmitted by the Republic or any affiliate, director, officer, employee, agent or representative of any thereof, without, in each instance, Strom's prior written consent; it being understood that the Republic may use Strom's work product listed under "Services" above as intended (e.g., communications plans, training modules, etc.).

Strom agrees, on behalf of itself and its principals, directors, executives, or officers, not to take any action or make any statement that would reasonably be expected to and actually does (i) bring the Republic into public disrepute, contempt, scandal or ridicule; (ii) shock or offend the public or any group or class thereof or that reflects unfavorably on the Republic; or (ii) defame the Republic or place any of its officers in a false light.

#### V. RELATIONSHIP OF PARTIES



DataSign:Envelope ID: 2557699B-6L21-4248 8646 3529AD7F0F16

The Republic acknowledges and agrees that Strom has been retained solely to provide the advice and services set forth in this Agreement. Strom shall act as an independent contractor, and any duties of Strom arising out of this Agreement shall be owed solely to the Republic.

#### VI. OTHER TERMS

(a) Negative Behavior. Strom may, in its reasonable discretion, deem the Republic to be in material breach of this Agreement and immediately suspend or terminate this Agreement and all rights hereunder if the Republic engages in "Negative Behavior" as hereafter defined. Such termination by Strom shall not relieve the Republic of its obligation to remit Compensation owed for services rendered by Strom prior to such termination. Negative Behavior shall mean any action or statement by the Republic, including the Republic's officers that would reasonably be expected to and actually does (i) bring Strom into public disrepute, contempt, scandal or ridicule; (ii) shock or offend the public or any group or class thereof or that reflects unfavorably on Strom; or (ii) defame Strom, including Strom agents and employees, or place any of Strom's agents and employees in a false light.

(b) Attorneys' Fees. Should either party, their parent, subsidiaries or affiliates, hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Strom's relationship with the Republic, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable, documented, out-of-pocket attorneys' fees and costs in such legal proceedings from the non prevailing party or parties.

(c) Choice of Law. The validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of South Carolina, regardless of the laws that might otherwise govern under the conflicts of laws principles.

(d) Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral Agreements, representations and warranties between them relating to the subject matter hereof other than the Confidentiality Agreement. This Agreement shall be binding upon and inure to the benefit of the Republic, Strom, each Indemnified Person and their respective successors and assigns.

(e) Amendment. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

(f) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(g) Construction. The headings and captions of this Agreement are provided for convenience of review only and are intended to have no effect in construing or interpreting this Agreement.

D:\Subj\Five-jpg-13 2557093B-61 21-4249-6648 3539A071 01 15

The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(h) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other Agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

(i) Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by an officer or other person duly authorized of the party to be charged.

(j) Remedy for Breach. The parties hereto agree that, in the event of material breach or threatened material breach of any covenants by either party, the damage or imminent damage to the value and the goodwill of either party's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that either party shall be entitled to seek injunctive relief against the other in the event of any breach or threatened breach of any of such provisions by the parties hereto in addition to any other relief (including damages) available to the parties under this Agreement or under law.

(k) Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Strom's offices (as noted above), or to the Republic's principal office, as the case may be. For all day-to-day project management matters, communications should be directed to Bakari Sellers at bsellers@stromlaw.com.

#### VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

The Republic agrees to defend, indemnify and hold Strom and its affiliates, directors, officers, partners, agents and employees of Strom (collectively, the "Indemnified Persons"), harmless from and against any and all claims, actions, suits, proceedings, damages, liabilities, and expenses incurred by any of them (including but not limited to reasonable fees and expenses of counsel) (each, a "Claim"): (A) that arise out of any actions taken or omitted to be taken by Strom or any Indemnified Person as requested by the Republic in its engagement of Strom hereunder; or (B) that otherwise arise out of Strom's activities on behalf of the Republic pursuant to Strom's engagement hereunder, except to the extent such Claim arises solely from Strom's gross negligence, willful misconduct, material breach of this Agreement, or breach of any applicable law or regulation by the Indemnified Persons, in which instance the Republic has no duty to indemnify the Indemnified Persons and Strom must indemnify the Republic (including its officers, directors, employees, agents and assigns) for the same. The indemnifying party shall reimburse any indemnified person for all expenses (including, but not limited to, reasonable, documented, out-of-pocket fees and expenses of outside one counsel) incurred by such indemnified person in connection with investigating, preparing or defending any such Claim in which any indemnified person is a named party. The defense clause herein shall be exercisable at a party's sole election upon notice of a Claim. Notwithstanding the exercise of such a defense

DocuSign Envelope ID: 2557699B-CE71-4249-8648-3339AD7F0E15

clause, a party may not compromise or settle any Claim, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES.

The Republic's indemnification obligations under this Agreement shall be in addition to and shall in no way limit or otherwise adversely affect any rights that an Indemnified Person may have at law or at equity.

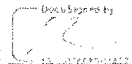
#### VIII. LICENSURE; INSURANCE

Strom agrees that during the term of this Agreement it shall maintain all appropriate licensure and policies of insurance sufficient to cover its obligations, liabilities and indemnification obligations described in this Agreement.

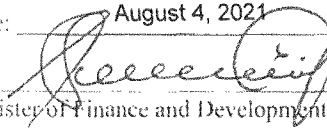
After reviewing this Agreement, please confirm that the foregoing is in accordance with your understanding by signing and returning the duplicate of this letter attached hereto, whereupon it shall be our binding Agreement. We look forward to working with you on this very important assignment.

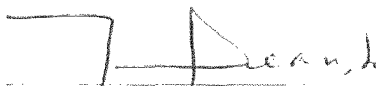
Very truly yours,

STROM PUBLIC AFFAIRS, LLC

By:   
Bakari T. Sellers  
Member, Strom Public Affairs, LLC

Acknowledged and Agreed:

Date: August 4, 2021  
  
Minister of Finance and Development Planning  
H.E. Samuel D. Tweah, Jr.  
Republic of Liberia

  
Minister of Justice and Attorney General  
Cllr. Frank Musah Dean, Jr.  
Republic of Liberia